

KELLEY DRYE & WARREN

101 PARK AVENUE

NEW YORK, N. Y. 10178

(212) 808-7800

CABLE "LAWYERLY"

TELEX 12369

TELECOPIER: (212) 808-7898

(212) 808-7898

WRITER'S DIRECT LINE

(212) 808-7668

TAGGART D. AD
TRACY B. AMBLER
DAVID E. BARRY
NED H. BASSEN
ROBERT D. BICKFORD, JR.
WILLIAM C. BLIND
LEONARD A. BLUE
RICHARD W. BRADY
PAUL R. BRENNER
PAUL L. BRESSAN
RICHARD G. BRODRICK
JOHN M. CALLAGY
SCOTT G. CAMPBELL
MICHAEL J. CANNING
RICHARD S. CHARGAR
BRIAN CHRISTALDI
RICHARD J. CONCANNON
JEFFREY S. COOK
JOHN J. COSTELLO
SAMUEL S. CROSS
ROBERT E. CROTTY
EUGENE T. D'ABLEMONT
H. THOMAS DAVIS, JR.
PAUL F. DOYLE
W. CHRISTIAN DREWES
ROBERT EHRENBARD
ALAN M. EPSTEIN
LAWRENCE B. FISHER
B. HARRISON FRANKEL
JOHN A. GARRATY, JR.
JOHN F. GIBBONS
PAUL C. GUTH
ROBERT L. HAIG
BEN I. HARAGUCHI
WILLIAM C. HECK
MARTIN D. HEYERT
CAROL D. HINTON*

BUD GEO. HOLMAN
MICHAEL S. INSEL
THOMAS B. KINZLER
ARNOLD S. KLEIN
WILLIAM A. KROHLEY
EDWARD M. LEBOW*
MICHAEL LUBLINSKI
JOHN J. LYNAGH
GEORGE J. MARCHESE
CHARLES L. MARINACCIO*
LELAND J. MARKLEY
JOHN PATRICK MARSHALL
JUN MORI*
JOSEPH S. MUTO*
FREDERIC S. NATHAN
MYRON H. NORDQUIST*
CHARLES OECHLER
HENRY Y. OTA*
THEODORE PEARSON
ALTON E. PETERS
SARAH L. REID
EDWARD ROBERTS, III
FREDERIC A. RUBINSTEIN
TERRANCE W. SCHWAB
FREDERICK T. SHEA
JOHN W. SIMPSON
FRANCIS Y. SOGI
MERRILL B. STONE
HOWARD S. TUTHILL
DAVID L. VAUGHAN
ALBERT J. WALKER
CHAUNCEY L. WALKER
KEVIN J. WALSH
LOUIS B. WARREN
SHIGERU WATANABE*
E. LISK WYCKOFF, JR.
HARVEY FOLKS ZIMAND

WALTER E. BEER, JR.
GEORGE A. BURRELL, P. C.
WILLIAM C. BURT*
JOSEPH W. DRAKE, JR.

COUNSEL

THOMAS B. GILCHRIST, JR.
NEIL T. PROTO*
ALFRED W. ROBERTS
EDWARD R. VENIT*

*NOT ADMITTED IN NEW YORK

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

Enclosed are two originals and one photocopy of an Instrument of Resignation, Appointment and Acceptance, dated May 1, 1985, by and between, Wells Fargo Bank, N.A. and Manufacturers Hanover Trust Company (the "Instrument"), to be recorded pursuant to Section 11303 of Title 49 of the United State Code.

The Instrument is a secondary document evidencing the resignation of Wells Fargo Bank as trustee under the Trust Agreement, dated as of May 1, 1973 between the Chicago, Milwaukee, St. Paul & Pacific Railroad Company and Wells Fargo (the "Trust Agreement"), the appointment of Manufacturers Hanover by Wells Fargo Bank as successor trustee under the Trust Agreement and the acceptance of such appointment by Manufacturers Hanover. The Trust Agreement, which was recorded

7056-7057

624 SOUTH GRAND AVENUE
LOS ANGELES, CA 90017
(213) 689-1300
TELECOPIER (213) 622-6639

50 CALIFORNIA STREET
SAN FRANCISCO, CA 94111
(415) 989-3530
TELECOPIER (415) 421-9454

ONE LANDMARK SQUARE
STAMFORD, CT 06901
(203) 324-1400
TELECOPIER (203) 327-2669

333 NEW HAMPSHIRE AVE, N.W.
WASHINGTON, D. C. 20036
(202) 463-8333
TELECOPIER (202) 463-8338

SOUTHEAST FINANCIAL CENTER
200 SOUTH BISCAYNE BOULEVARD
MIAMI, FL 33131-2388
(305) 372-0030
TELECOPIER (305) 358-5188

175 SOUTH STREET
MORRISTOWN, NJ 07960
(201) 267-4948

INTERSTATE COMMERCE COMMISSION

April 2, 1986

6-098A120

No.

Date APR 08 1986

Fee \$ 20.00

ICC Washington, D.C.

APR 8 11 05 AM '86
HOTEL

KELLEY DRYE & WARREN

Interstate Commerce
Commission

-2-

April 2, 1986

by the Interstate Commerce Commission on June 11, 1973 at 11:35 a.m., Recordation Nos. 7056 and 7057, are the primary document to which the Instrument is connected.

The names and addresses of the parties to the documents are as follows:

Manufacturers Hanover Trust
600 Fifth Avenue
New York, New York 10020

Wells Fargo Bank, N.A.
475 Sansome Street
San Francisco, California

Two checks for the filing fees of \$10 per Recordation Number are enclosed herewith. Please return the original and any extra copies not needed by the Commission for recordation to Hayden S. Wool, Esq., Kelley Drye & Warren, 101 Park Avenue, New York, New York 10178.

Very truly yours,


Hayden S. Wool, Esq.

JUN 5 1973

EQUIPMENT LEASE

Dated as of May 1, 1973

AMONG

NATIONAL NEWARK & ESSEX BANK
as Trustee under MILWAUKEE ROAD TRUST NO. 73-3
as Lessor

AND

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
as Lessee

(Milwaukee Road Trust No. 73-3)

7057
RECORDATION NO. _____ Filed & Recorded
JUN 11 1973 -11 25 AM
INTERSTATE COMMERCE COMMISSION

TABLE OF CONTENTS

<u>Section</u>	<u>Heading</u>	<u>Page</u>
PARTIES		1
1.	DELIVERY AND ACCEPTANCE OF EQUIPMENT	2
2.	RENTALS AND PAYMENT DATES	2
2.1.	Rentals for Equipment	2
2.2.	Rental Payment Dates	2
2.3.	Place of Rent Payment	2
2.4.	Net Lease	3
3.	TERM OF THE LEASE	3
4.	TITLE TO THE EQUIPMENT	3
4.1.	Retention of Title	3
4.2.	Duty to Number and Mark Equipment	4
4.3.	Prohibition Against Certain Designations	4
5.	DISCLAIMER OF WARRANTIES	4
6.	LESSEE'S INDEMNITY	5
6.1.	Scope of Indemnity	5
6.2.	Continuation of Indemnities and Assumptions	5
7.	RULES, LAWS AND REGULATIONS	6
8.	USE AND MAINTENANCE OF EQUIPMENT	6
9.	LIENS ON THE EQUIPMENT	6
10.	FILING, PAYMENT ON FEES AND TAXES	6
10.1.	Filing	6
10.2.	Payment of Taxes	7

<u>Section</u>	<u>Heading</u>	<u>Page</u>
11.	INSURANCE, PAYMENT FOR CASUALTY OCCURRENCE OR EQUIPMENT UNSERVICEABLE FOR USE	8
11.1.	Insurance	8
11.2.	Duty of Lessee to Notify Lessor	8
11.3.	Payment for Casualty Loss	8
11.4.	Rent Termination	9
11.5.	Disposition of Equipment	9
11.6.	Casualty Value	9
11.7.	Risk of Loss	9
11.8.	Eminent Domain	9
12.	ANNUAL REPORTS	10
12.1.	Duty of Lessee to Furnish	10
12.2.	Lessor's Inspection Rights	10
13.	RETURN OF EQUIPMENT UPON EXPIRATION OF TERM	10
14.	DEFAULT	11
14.1.	Events of Default	11
14.2.	Remedies	12
14.3.	Cumulative Remedies	13
14.4.	Lessor's Failure to Exercise Rights	13
14.5.	Termination by Assignee of Conditional Sale Agreement	13
15.	RETURN OF EQUIPMENT UPON DEFAULT	13
15.1.	Lessee's Duty to Return	13
15.2.	Specific Performance	14
15.3.	Lessor Appointed Lessee's Agent	14
16.	ASSIGNMENTS BY LESSOR	14
17.	ASSIGNMENTS BY LESSEE; USE AND POSSESSION	15
17.1.	Lessee's Rights to the Equipment	15
17.2.	Use and Possession on Lines Other Than Lessee's Own	15
17.3.	Merger, Consolidation or Acquisition of Lessee.	16

<u>Section</u>	<u>Heading</u>	<u>Page</u>
18.	OPINION OF LESSEE'S COUNSEL	16
19.	INTEREST ON OVERDUE RENTALS AND AMOUNTS PAID BY LESSOR	17
20.	OPTION TO PURCHASE	17
21.	MISCELLANEOUS	18
21.1.	Notices	18
21.2.	Execution in Counterparts	19
21.3.	Law Governing	19
21.4.	Limitations of Liability	19

Attachments to Lease

Schedules A, B, C and D - Description of Equipment
Schedule E - Certificate of Acceptance
under Equipment Lease
Schedule F - Schedule of Casualty Value

THIS EQUIPMENT LEASE dated as of May 1, 1973 between NATIONAL NEWARK & ESSEX BANK, as Trustee under Trust Agreement (the "Trust Agreement") with FIRST SECURITY LEASING COMPANY, a Utah corporation (the "Trustor") dated as of May 1, 1972 relating to Milwaukee Road Trust No. 73-3 (the "Lessor") and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee have entered into four separate Acquisition Agreements, each dated the date hereof (the "Acquisition Agreements") with GENERAL ELECTRIC COMPANY, GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) PACCAR INC and INTERNATIONAL RAMCO, INC. (INTERNATIONAL CAR CO. DIVISION), respectively (collectively the "Manufacturers" and individually the Manufacturer") providing for the acquisition by the Lessor of the railroad equipment (collectively the "Equipment" and individually as "Item of Equipment") described in Schedules A, B, C and D, respectively, attached hereto and made a part hereof; and

WHEREAS, the Lessor and the Lessee have entered into a Conditional Sale Agreement, dated the date hereof (the "Conditional Sale Agreement"), with the Manufacturers, providing for the manufacture, sale and delivery to the Lessor of the Items of Equipment described in Schedules A, B, C and D, respectively; and

WHEREAS, by instrument of Agreement and Assignment dated the date hereof, the Manufacturers have assigned or will assign their right, security title and interest under the Conditional Sale Agreement to Wells Fargo Bank, N. A., as Assignee (the "Assignee"); and

WHEREAS, the Lessee desires to lease all of the Items of Equipment or such lesser number as are delivered to and accepted under the Conditional Sale Agreement on or prior to the outside delivery dates set forth in said Schedules, at the rentals and for the terms and upon the conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by the Lessee, the Lessor hereby leases the Equipment to the Lessee upon the following terms and conditions, namely, but subject to all the rights and remedies of each Manufacturer and its assigns under the Conditional Sale Agreement.

SECTION 1. DELIVERY AND ACCEPTANCE OF EQUIPMENT

The Lessor will cause each Item of Equipment to be tendered to the Lessee at the place of delivery set forth in Schedules A, B, C and D, respectively. Upon such tender, the Lessee will cause an authorized representative of the Lessee to inspect the same, and if such Item of Equipment is found to conform to the specifications therefor, to accept delivery of such Item of Equipment and to execute and deliver to the Lessor and to the Manufacturer thereof a certificate of acceptance (hereinafter called "Certificate of Acceptance") substantially in the form attached hereto as Schedule E, whereupon such Item of Equipment shall be deemed to have been delivered to and accepted by the Lessee and shall be subject thereafter to all of the terms and conditions of this Lease.

SECTION 2. RENTALS AND PAYMENT DATES.

2.1. Rentals for Equipment. The Lessee agrees to pay the Lessor the following Rent for each Item of Equipment leased hereunder:

(a) Interim Rental. For each Item of Equipment the amount per day provided for such Item of Equipment in Schedules A, B, C and D hereto for the period, if any, from and including the Closing Date under the Conditional Sale Agreement for such Item of Equipment to but not including January 15, 1974.

(b) Fixed Rental. For each Item of Equipment sixty (60) quarterly installments of Fixed Rental each payable in arrears in the amount provided for such Item of Equipment in Schedules A, B, C and D hereto.

2.2. Rental Payment Dates. The total amount of Interim Rental for each Item of Equipment shall be due and payable in two installments, the first payable on December 14, 1973 for the period to but not including that date, and the second payable on January 15, 1974 for the period from December 14, 1973 to but not including January 15, 1974. The installments of Fixed Rental for all Items of Equipment shall be due and payable on the 15th day of January, April, July and October in each year commencing April 15, 1974 to and including January 15, 1989.

2.3. Place of Rent Payment. All payments provided for in this Lease to be made to the Lessor shall be made to the Lessor by wire transfer of Federal funds at its address set forth in Section 21.1 hereof, or at such other place as the Lessor or its assigns shall specify in writing.

2.4. Net Lease. This Lease is a net lease and the Lessee shall not be entitled to any abatement of rent or reduction thereof, including, but not limited to, abatements or reductions due to any present or future claims of the Lessee against the Lessor under this Lease or otherwise or against either Manufacturer or against the Assignee, or against any entity having a beneficial interest in the obligations to be performed under the Conditional Sale Agreement; nor except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of the Lessor or the Lessee be otherwise affected, by reason of any defect in or damage to or loss or destruction of all or any of the Equipment from whatsoever cause, the taking or requisitioning of the Equipment by condemnation or otherwise, the lawful prohibition of Lessee's use of the Equipment, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease, or lack of right, power or authority of the Lessor to enter into this Lease, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by the Lessee hereunder shall continue to be payable in all events unless the obligation to pay the same shall be terminated pursuant to Section 11 hereof, or until, pursuant to Section 13 hereof, the Equipment is placed and ready for delivery to the Lessor on the Lessee's lines, or is stored for the Lessor on the Lessee's lines or leaves the Lessee's lines for off-line delivery to the Lessor.

SECTION 3. TERM OF THE LEASE.

The term of this Lease as to each Item of Equipment shall begin on the date of delivery to and acceptance by the Lessee of such Item of Equipment and, subject to the provisions of Section 11 hereof, shall terminate on January 15, 1989 with the privilege of purchase provided for in Section 20 hereof.

SECTION 4. TITLE TO THE EQUIPMENT.

4.1. Retention of Title. The Lessor is acquiring full legal title to the Equipment as Vendee under the Conditional Sale Agreement (but only upon compliance with all the terms and conditions thereof) and, it is understood that Lessee shall acquire no right, title and interest to the Equipment except hereunder notwithstanding the delivery of the Equipment to and the possession and use thereof by the Lessee.

4.2 Duty to Number and Mark Equipment. The Lessee will cause each Item of Equipment to be kept numbered with its road number as set forth in Schedules A, B, C-1, C-2 and D and will keep and maintain, plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting color upon each side of each Item of Equipment in letters not less than one inch in height as follows:

"Leased as Lessor by NATIONAL NEWARK & ESSEX BANK, as Trustee-Vendee, and subject to a Security Interest recorded with the I.C.C."

with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of the Lessor to such Item of Equipment, its rights under this Lease and the rights of any assignee under Section 16 hereof. The Lessee will not place any such Item of Equipment in operation or exercise any control or dominion over the same until the required legend shall have been so marked on both sides thereof and will replace promptly any such names and word or words which may be removed, defaced or destroyed. The Lessee will not change the road number of any Item of Equipment except with the consent of the Lessor and in accordance with a statement of new road numbers to be substituted therefor, which consent and statement previously shall have been filed with the Lessor by the Lessee and filed, recorded or deposited in all public offices where this Lease shall have been filed, recorded or deposited.

4.3. Prohibition Against Certain Designations. Except as above provided, the Lessee will not allow the name of any person, association or corporation to be placed on the Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that the Lessee may cause the Equipment to be lettered with the names or initials or other insignia customarily used by the Lessee or its affiliates on railroad equipment used by it of the same or a similar type for convenience of identification of the right of the Lessee to use the Equipment under this Lease.

SECTION 5. DISCLAIMER OF WARRANTIES.

AS BETWEEN LESSOR AND LESSEE, LESSOR LEASES THE EQUIPMENT, AS-IS WITHOUT WARRANTY OR REPRESENTATION EITHER EXPRESS OR IMPLIED, AS TO (A) THE FITNESS OR MERCHANTABILITY OF ANY ITEM OR ITEMS OF EQUIPMENT, (B) THE LESSOR'S TITLE THERETO, (C) THE LESSEE'S RIGHT TO THE QUIET ENJOYMENT THEREOF, OR (D) ANY OTHER MATTER WHATSOEVER, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN THE LESSOR AND THE LESSEE, ARE TO BE BORNE BY THE LESSEE. The Lessor hereby appoints

and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce, from time to time, in the name and for the account of the Lessor and the Lessee, as their interests may appear, but in all cases at the sole cost and expense of the Lessee, whatever claims and rights the Lessor may have as owner of the Equipment against the Manufacturers.

SECTION 6. LESSEE'S INDEMNITY.

6.1. Scope of Indemnity. The Lessee shall defend, indemnify and save harmless the Lessor and the Trustor and their successors and assigns from and against:

(a) any and all loss or damage of or to the Equipment, usual wear and tear excepted, and

(b) any claim, cause of action, damages, liability, cost or expense (including counsel fees and costs in connection therewith) which may be incurred in any manner by or for the account of any of them (i) relating to the Equipment or any part thereof, including without limitation, the construction, purchase, delivery, installation, ownership, leasing or return of the Equipment or as a result of the use, maintenance, repair, replacement, operation or the condition thereof (whether defects are latent or discoverable by the Lessor or by the Lessee), (ii) by reason or as the result of any act or omission of the Lessee for itself as agent or attorney-in-fact for the Lessor hereunder, (iii) as a result of claims for patent infringements, or (iv) as a result of claims for negligence or strict liability in tort.

6.2. Continuation of Indemnities and Assumptions. The indemnities and assumptions of liability in this Section 6 contained shall continue in full force and effect notwithstanding the termination of this Lease, or the termination of the term hereof in respect of any one or more Items of Equipment, whether by expiration of time, by operation of law or otherwise; provided, however, that such indemnities and assumption of liability shall not apply in respect of any matters referred to in subsection (a) or clause (i) or (ii) or subsection (b) of Section 6.1 hereof, occurring after the termination of this Lease, except for any such matters occurring after the termination arising in connection with the Lessee's assembling, delivering, storing or transporting of the Equipment as provided in Sections 13 or 15 as the case may be. The Lessee shall be entitled to control, and shall assume full responsibility for, the defense of such claim or liability.

SECTION 7. RULES, LAWS AND REGULATIONS.

The Lessee agrees to comply with all governmental laws, regulations, requirements and rules (including the rules of the United States Department of Transportation) with respect to the use, maintenance and operation of each Item of Equipment subject to this Lease. In case any equipment or appliance is required to be installed on such Item of Equipment in order to comply with such laws, regulations, requirements and rules, the Lessee agrees to make such changes, additions and replacements.

SECTION 8. USE AND MAINTENANCE OF EQUIPMENT.

The Lessee shall use the Equipment only in the manner for which it was designed and intended and so as to subject it only to ordinary wear and tear. The Lessee shall, at its own cost and expense, maintain and keep the Equipment in good order, condition and repair, ordinary wear and tear excepted, suitable for use in interchange. The Lessee shall not modify any Item of Equipment without the written authority and approval of the Lessor which shall not be unreasonably withheld. Any parts installed or replacements made by the Lessee upon any Item of Equipment shall be considered accessions to such Item of Equipment and title thereto shall be immediately vested in the Lessor, without cost or expense to the Lessor.

SECTION 9. LIENS ON THE EQUIPMENT.

The Lessee shall pay or satisfy and discharge any and all claims against, through or under the Lessee and its successors or assigns which, if unpaid, might constitute or become a lien or a charge upon the Equipment, and any liens or charges which may be levied against or imposed upon any Item of Equipment as a result of the failure of the Lessee to perform or observe any of its covenants or agreements under this Lease, but the Lessee shall not be required to pay or discharge any such claims so long as it shall, in good faith and by appropriate legal proceedings contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the Lessor to the Equipment. The Lessee's obligations under this Section 9 shall survive termination of the Lease.

SECTION 10. FILING, PAYMENT OF FEES AND TAXES.

10.1. Filing. Prior to the delivery and acceptance of the first Item of Equipment, the Lessee will, at its sole expense, cause this Lease, the Conditional Sale Agreement and the first assignment thereof to be duly filed, recorded or deposited in

conformity with Section 20c of the Interstate Commerce Act and in such other places within or without the United States as the Lessor may reasonably request for the protection of its title or the security interest of the Assignee and will furnish the Lessor proof thereof. The Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will re-file, re-register, or re-record whenever required) any and all further instruments required by law or reasonably requested by the Lessor, for the purpose of protecting the Lessor's title to, or the Assignee's security interest in, the Equipment to the satisfaction of the Lessor's or the Assignee's counsel or for the purpose of carrying out the intention of this Lease, and in connection with any such action, will deliver to the Lessor proof of such filings and an opinion of the Lessee's counsel that such action has been properly taken. The Lessee will pay all costs, charges and expenses incident to any such filing, re-filing, recording and re-recording or depositing and re-depositing of any such instruments or incident to the taking of such action.

10.2. Payment of Taxes. The Lessee, or the Lessor at the Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing (excluding any tax measured by the Lessor's net income and any gross receipts or gross income taxes in substitution for or by way of relief from the payment of taxes measured by such net income, provided that the Lessee agrees to pay (i) that portion of any such tax on or measured by rentals payable hereunder or the net income therefrom which is in direct substitution for, or which relieves the Lessee from, a tax which the Lessee would otherwise be obligated to pay under the terms of this Section, and (ii) any tax measured by rentals payable hereunder or the net income therefrom which is imposed by any state other than (1) the State of Utah, or (2) any other state in which the Trustor shall, at the time of such imposition, have located therein, offices to conduct business) together with any penalties or interest thereon, imposed by any state, federal or local government upon any Item of Equipment and whether or not the same shall be assessed against or in the name of the Lessor, the Lessee, or the Trustor; provided, however, that the Lessee shall not be required to pay or discharge any such tax or assessment (i) so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the Lessor to the Equipment; however, the Lessee shall reimburse the Lessor for any damages or expenses resulting from such failure to pay or discharge, or (ii) as to assessments against or in the name of anyone other than the Lessee, until 20 days after written notice thereof shall have been given to the Lessee.

SECTION 11. INSURANCE, PAYMENT FOR CASUALTY OCCURRENCE OR EQUIPMENT UNSERVICEABLE FOR USE.

11.1. Insurance. The Lessee will at all times after delivery and acceptance of each Item of Equipment, at its own expense, keep or cause to be kept each such Item insured by a reputable insurance company or companies in amounts and against risks customarily insured against by other railroad companies on similar equipment. Such insurance may provide that losses shall be adjusted with the Lessee and shall provide that the proceeds thereof shall be payable to the Lessor, the Assignee, and the Lessee as their interests shall appear. All proceeds of insurance received by the Lessor and the Assignee with respect to any Items of Equipment not suffering a Casualty Occurrence (as hereinafter defined) shall be paid to the Lessee upon proof satisfactory to the Lessor and the Assignee that any damage to any Item with respect to which such proceeds were paid has been fully repaired. Any such proceeds of insurance received by the Lessor and the Assignee with respect to a Casualty Occurrence shall be credited toward the payment required by this Section 11 with respect to such Casualty Occurrence.

11.2. Duty of Lessee to Notify Lessor. In the event that any Item of Equipment shall be or become lost, stolen, destroyed, or, in the opinion of the Lessee, irreparably damaged or shall be requisitioned or taken over by any governmental authority under the power of eminent domain or otherwise during the term of this Lease (any such occurrence, except for any requisition which by its terms does not exceed the Term of this Lease, being hereinafter called a Casualty Occurrence), the Lessee shall promptly and fully (after it has knowledge of such Casualty Occurrence) inform the Lessor in regard thereto.

11.3. Payment for Casualty Loss. When the aggregate Casualty Value (as herein defined) of Items of Equipment having suffered a Casualty Occurrence (exclusive of Items of Equipment having suffered a Casualty Occurrence with respect to which a payment shall have been made to the Lessor pursuant to this Section 11) shall exceed \$60,000, the Lessee, on the next succeeding rental payment date, shall pay to the Lessor the rental installment due on such rental payment date for such Items of Equipment plus a sum equal to the Casualty Value of such Item or Items of Equipment as of the date of such payment; provided that notwithstanding the foregoing the Lessee shall on the last rental payment date of each calendar year pay to the Lessor a sum equal to the Casualty Value of any Item or Items of Equipment which have suffered a casualty occurrence during such calendar year or any prior year for which no payment has previously been made to the Lessor pursuant to this Section 11.3.

11.4. Rent Termination. Upon (and not until) payment of the Casualty Value in respect of any Item or Items of Equipment and the rental installment due on such payment date, the obligation to pay rent for such Item or Items of Equipment accruing subsequent to the Casualty Value payment date shall terminate, but the Lessee shall continue to pay rent for all other Items of Equipment.

11.5. Disposition of Equipment. The Lessee shall, as agent for the Lessor, dispose of such Item or Items of Equipment having suffered a Casualty Occurrence as soon as it is able to do so for the fair market value thereof. Any such disposition shall be on an "as is", "where is" basis without representation or warranty, express or implied. As to each separate Item of Equipment so disposed of the Lessee may retain all amounts of such price plus any insurance proceeds and damages received by the Lessee by reason of such Casualty Occurrence up to the Casualty Value attributable thereto and shall remit the excess, if any, to the Lessor. In disposing of such Item or Items of Equipment, the Lessee shall take such action as the Lessor shall reasonably request to terminate any contingent liability which the Lessor might have arising after such disposition from or connected with such Item or Items of Equipment.

11.6. Casualty Value. The Casualty Value of each Item of Equipment shall be an amount determined as of the date the Casualty Value is paid as provided in this Section 11 (and not the date of the Casualty Occurrence) equal to that percentage of the original cost to the Lessor of such Item of Equipment set forth in the Schedule of Casualty Value attached hereto as Schedule F opposite such date of payment.

11.7. Risk of Loss. The Lessee shall bear the risk of and, except as hereinabove in this Section 11 provided, shall not be released from its obligations hereunder in the event of any Casualty Occurrence to any Item of Equipment from and after the date hereof and continuing until payment of the Casualty Value in respect of such Item of Equipment has been made, such Item or the salvage thereof has been disposed of by the Lessee and the title to such Item or the salvage thereof and all risk of loss and liabilities incident to ownership have been transferred to the purchaser of such Item or the salvage thereof.

11.8. Eminent Domain. In the event that during the term of this Lease the use of any Item of Equipment is requisitioned or taken by any governmental authority under the power of eminent domain or otherwise for an indefinite period or for a stated period

which does not exceed the term of this Lease, the Lessee's obligation to pay rent shall continue for the duration of such requisitioning or taking. The Lessee shall be entitled to receive and retain for its own account all sums payable for any such period by such governmental authority as compensation for requisition or taking of possession to an amount equal to the rent paid or payable hereunder for such period, and the balance, if any, shall be payable to and retained by the Lessor as its sole property.

SECTION 12. ANNUAL REPORTS.

12.1. Duty of Lessee to Furnish. On or before May 1 in each year, commencing with the year 1974, the Lessee will furnish to the Lessor or its assigns an accurate statement, as of the preceding December 31 (a) showing the amount, description and numbers of the Items of Equipment then leased hereunder, the amount, description and numbers of all Items of Equipment that may have suffered a Casualty Occurrence during the preceding 12 months (or since the date of this Lease, in the case of the first such statement), and such other information regarding the condition or repair of the Equipment as Lessor may reasonably request, and (b) stating that, in the case of all Equipment repainted during the period covered by such statement, the markings required by Section 4.2 hereof shall have been preserved or replaced.

12.2. Lessor's Inspection Rights. The Lessor and the Assignee each shall have the right, at its sole cost and expense by its authorized representative, to inspect the Equipment and the Lessee's records with respect thereto, at such times as shall be reasonably necessary to confirm to the Lessor or, as the case may be, the Assignee the existence and proper maintenance thereof during the continuance of this Lease.

SECTION 13. RETURN OF EQUIPMENT UPON EXPIRATION OF TERM.

Upon the expiration of the term of this Lease with respect to any Item of Equipment, the Lessee will, at its own cost and expense, at the request of the Lessor, deliver possession of such Item of Equipment to the Lessor upon such storage tracks of the Lessee as the Lessor may designate, or in the absence of such designation, as the Lessee may select, and permit the Lessor to store such Item of Equipment on such tracks for a period not exceeding 180 days and transport the same at any time within such 180 day period to any reasonable place on the lines of railroad operated by the Lessee

or to any connecting carrier for shipment, all as directed by the Lessor upon not less than 30 days' written notice to the Lessee. All movement and storage of each such Item is to be at the risk and expense of the Lessee. During any such storage period the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any such Item, to inspect the same; provided, however, that the Lessee shall not be liable, except in the case of negligence of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence. The assembling, delivery, storage and transporting of the Equipment as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee to so assemble, deliver, store and transport the Equipment.

SECTION 14. DEFAULT.

14.1. Events of Default. Any of the following events shall constitute an Event of Default hereunder:

(a) Default shall be made in the payment of any part of the rental or other sums provided in Section 2 hereof or in Section 11 hereof and such default shall continue for five days; or

(b) The Lessee shall make or permit any unauthorized assignment or transfer of this Lease, or of possession of the Equipment, or any portion thereof, and shall fail or refuse to cause such assignment or transfer to be cancelled by agreement of all parties having any interest therein and to recover possession of such Equipment within 30 days after written notice from the Lessor to the Lessee demanding such cancellation and recovery of possession; or

(c) Default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein and such default shall continue for 30 days after written notice from the Lessor to the Lessee, specifying the default and demanding the same to be remedied; or

(d) A petition for reorganization under Section 77 of the Bankruptcy Act, as now constituted or as said Section 77 may be hereafter amended, shall be filed by or against the Lessee; or

(e) Any other proceedings shall be commenced by or against the Lessee for any relief under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustment of the indebtedness payable hereunder).

14.2. Remedies. If any Event of Default has occurred and is continuing, the Lessor, at its option, may:

(a) Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

(b) By notice in writing to the Lessee, terminate this Lease, whereupon all right of the Lessee to the use of the Equipment shall absolutely cease and terminate as though this Lease had never been made, but the Lessee shall remain liable as hereinafter provided; and thereupon, the Lessor may by its agents enter upon the premises of the Lessee or other premises where any of the Equipment may be located and take possession of all or any of such Equipment and thenceforth hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns, to use the Equipment for any purpose whatever, but the Lessor, shall, nevertheless, have a right to recover from the Lessee any and all amounts which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by a fraction of which the numerator is such accrued number of days in such full rental period and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee (1) as damages for loss of the bargain and not as a penalty, a sum, with respect to each Item of Equipment, which represents the excess of the present worth, at the time of such termination, of all rentals for such Item which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease over the then present worth of the then fair rental value of such Item for such period computed by discounting from the end of such term to the date of such termination rentals which the Lessor reasonably estimates to be obtainable for the use of the Item during such period, such present worth to be computed

in each case on a basis of a 6% per annum discount, compounded quarterly from the respective dates upon which rentals would have been payable hereunder had this Lease not been terminated, and (ii) any damages and expenses including reasonable attorney's fees, in addition thereto which the Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease, other than for the payment of rental.

14.3. Cumulative Remedies. The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify any of the remedies herein provided, to the extent that such waiver is permitted by law. The Lessee hereby waives any and all existing or future claims of any right to assert any off-set against the rent payments due hereunder, and agrees to make the rent payments regardless of any off-set or claim which may be asserted by the Lessee on its behalf in connection with the lease of the Equipment.

14.4 Lessor's Failure to Exercise Rights. The failure of the Lessor to exercise the rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

14.5. Termination by Assignee of Conditional Sale Agreement. Anything in this Lease to the contrary notwithstanding, if the Assignee of the Conditional Sale Agreement shall, upon the occurrence of an Event of Default as defined therein, state in a written notice to the Lessor and Lessee that this Lease terminates, this Lease shall, immediately upon receipt by Lessee of such notice, terminate as to all the Items of Equipment and the rights of the Lessee hereunder shall at all times and in all respects be subject and subordinate to the rights and remedies of the Assignee under the Conditional Sale Agreement.

SECTION 15. RETURN OF EQUIPMENT UPON DEFAULT.

15.1. Lessee's Duty to Return. If the Lessor or the Assignee shall terminate this Lease pursuant to Section 14 hereof, the Lessee shall forthwith deliver possession of the Equipment to

the Lessor. For the purpose of delivering possession of any Item of Equipment to the Lessor as above required, the Lessee shall at its own cost, expense and risk (except as hereinafter stated):

(a) Forthwith place such Equipment in such reasonable storage place on the Lessee's lines of railroad as the Lessor may designate or, in the absence of such designation, as the Lessee may select;

(b) Permit the Lessor to store such Equipment in such reasonable storage place on the Lessee's lines of railroad for a period not exceeding 180 days at the risk of the Lessee; and

(c) Transport the Equipment, at any time within such 180 days' period, to any place on the lines of railroad operated by the Lessee or to any connecting carrier for shipment, all as the Lessor may reasonably direct upon not less than 30 days' written notice to the Lessee.

15.2. Specific Performance. The assembling, delivery, storage and transporting of the Equipment as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Equipment.

15.3. Lessor Appointed Lessee's Agent. Without in any way limiting the obligations of the Lessee under the foregoing provisions of this Section 15, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Items of Equipment to Lessor, to demand and take possession of such Item in the name and on behalf of the Lessee from whosoever shall be at the time in possession of such Item.

SECTION 16. ASSIGNMENTS BY LESSOR.

This Lease and all rent and other sums due and to become due hereunder have been assigned to the Assignee pursuant to Section 26 of the Conditional Sale Agreement, and all rent and other sums due and to become due hereunder shall be paid to the Assignee at 464 California Street, San Francisco, California 94120, Attention: Corporate Trust Department, or at such other place as the Assignee shall specify in writing. Without limiting the foregoing, the Lessee further acknowledges and agrees that (i) the rights of the

Assignee in and to the sums payable by the Lessee under any provisions of this Lease shall not be subject to any abatement whatsoever, and shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever whether by reason of or defect in Lessor's title, or any interruption from whatsoever cause (other than from a wrongful act of the Assignee) in the use, operation or possession of the Equipment or any part thereof, or any damage to or loss or destruction of the Equipment or any part thereof, or by reason of any other indebtedness or liability, howsoever and whenever arising, of the Lessor to the Lessee or to any other person, firm or corporation or to any governmental authority or for any cause whatsoever, it being the intent hereof that, except in the event of a wrongful act on the part of the Assignee, the Lessee shall be unconditionally and absolutely obligated to pay the Assignee all of the rents and other sums which are the subject matter of the assignment, and (ii) the Assignee shall have the sole right to exercise all rights, privileges and remedies (either in its own name or in the name of the Lessor for the use and benefit of the Assignee) which by the terms of this Lease and are permitted or provided to be exercised by the Lessor.

SECTION 17. ASSIGNMENTS BY LESSEE; USE AND POSSESSION.

17.1. Lessee's Rights to the Equipment. So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession and use of the Equipment in accordance with the terms of this Lease, but, without the prior written consent of the Lessor, the Lessee shall not assign, transfer or encumber its leasehold interest under this Lease in any of the Equipment. The Lessee shall not, without the prior written consent of the Lessor, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Equipment, except to the extent permitted by the provisions of Section 17.2 hereof.

17.2. Use and Possession on Lines Other Than Lessee's Own. So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession of the Equipment and to the use thereof upon the lines of railroad owned or operated by it (either alone or jointly) or by any corporation a majority of whose voting stock (i.e., having ordinary voting power for the election of a majority of its Board of Directors) is owned directly or indirectly by the Lessee, or upon lines of railroad over which the Lessee or such corporation has trackage or other operating rights or over which Equipment of the Lessee is regularly operated pursuant to contract, and also to permit the use of Items of Equipment (other than those described in Schedules A and B hereto) upon

connecting and other carriers in the usual interchange of traffic, but only upon and subject to all the terms and conditions of this Lease. Notwithstanding the foregoing, the Lessee will not assign any Item of Equipment to service including the regular operation and maintenance thereof outside the United States of America. No assignment or sublease entered into by the Lessee hereunder shall relieve the Lessee of any liability or obligations hereunder which shall be and remain those of a principal and not a surety.

17.3. Merger, Consolidation or Acquisition of Lessee. Nothing in this Section 17 shall be deemed to restrict the right of Lessee to assign or transfer its leasehold interest under this Lease in the Equipment or possession of the Equipment to any corporation (which shall have duly assumed the obligations hereunder of Lessee) into or with which the Lessee shall have become merged or consolidated or which shall have acquired the property of Lessee as an entirety or substantially as an entirety.

SECTION 18. OPINION OF LESSEE'S COUNSEL.

Concurrently with the delivery and acceptance of the first Item of Equipment hereunder, the Lessee will deliver to the Lessor fifteen counterparts of the written opinion of counsel for the Lessee addressed to the Lessor and to the Assignee, in scope and substance satisfactory to the Lessor, to the effect that:

(a) The Lessee is a corporation legally incorporated and validly existing, in good standing, under the laws of the State of Wisconsin;

(b) The Lessee has the corporate or other power and authority to own its property and carry on its business as now being conducted and is duly qualified to do business as a foreign corporation in all states in which such qualification is necessary to carry out the terms of the Lease;

(c) This Lease, the Acquisition Agreements of even date herewith among the Lessor, the Lessee and the Manufacturers and the Finance Agreement of even date herewith among the Lessee, the Assignee and certain institutional investors have each been duly authorized, executed and delivered by the Lessee and constitute the valid, legal and binding agreements of the Lessee enforceable in accordance with their respective terms;

(d) This Lease has been filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act and no other filing, recording or depositing is necessary to protect the Lessor's title to the Equipment in the United States of America;

(e) No approval, consent or withholding of objection is required from any public regulatory body with respect to the entering into or performance by the Lessee of said Acquisition Agreements, said Finance Agreement or this Lease;

(f) The execution and delivery by the Lessee of said Acquisition Agreements, said Finance Agreement and this Lease do not violate any provision of any law, any order of any court or governmental agency, the Charter or By-laws of the Lessee, or any indenture, agreement, or other instrument to which the Lessee is a party or by which it, or any of its property is bound, and will not be in conflict with, result in the breach of, or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessee, except as contemplated and permitted hereby; and

(g) As to any other matter which the Lessor shall reasonably request.

SECTION 19. INTEREST ON OVERDUE RENTALS AND AMOUNTS PAID BY LESSOR.

Anything to the contrary herein contained notwithstanding, any nonpayment of rentals due hereunder, or amounts expended by the Lessor on behalf of the Lessee, shall result in the additional obligation on the part of the Lessee to pay an amount equal to 9 3/4% per annum (or the lawful rate, whichever is less) on the overdue rentals and amounts expended for the period of time during which they are overdue or expended and not repaid.

SECTION 20. OPTION TO PURCHASE.

Provided that the Lessee is not in default, Lessee shall have the following option to purchase:

(a) The Lessee shall have the right to purchase all but not less than all of the Equipment then leased hereunder at the expiration of the original term at a price equal to the "fair market value" (as defined). The Lessee shall give the Lessor written notice 180 days prior to the

end of the term of its election to exercise the purchase option provided for in this Section. Payment of the option price shall be made at the place of payment specified in Section 2 hereof in funds there current against delivery of a bill of sale transferring and assigning to the Lessee all right, title and interest of the Lessor in and to the Equipment and containing a warranty against liens or claims of persons claiming by, through or under the Lessor except liens and claims which the Lessee assumed or is obligated to discharge under the terms of the Lease. The Lessor shall not be required to make any representation or warranty as to the condition of the Equipment or any other matters.

(b) The "fair market value" shall be an amount mutually agreed upon by the Lessor and the Lessee; provided that if the Lessor and the Lessee are unable to agree upon the fair market value of the Equipment within 30 days after receipt by the Lessor of the notice of the Lessee's election to exercise the purchase option, the fair market value shall be determined by an appraiser selected by mutual agreement of the Lessor and the Lessee. If the Lessor and the Lessee are not able to agree upon an appraiser, or if the fair market value is not so determined within 90 days after receipt by the Lessor of the Lessee's election to purchase, the same shall be determined by American Appraisal Company. The fair market value as finally determined shall bear interest for the period, if any, from the date of expiration of this Lease to the date of payment at the rate of 8 3/4% per annum.

(c) Unless the Lessee has given the Lessor 180 days notice as required in connection with exercise of the foregoing option, all the Equipment then leased hereunder shall be returned to the Lessor in accordance with Section 13 hereof.

Notwithstanding any election of the Lessee to purchase, the provisions of Section 11 hereof shall continue in full force and effect until the date of purchase and the passage of ownership of the Equipment purchased by the Lessee upon the date of purchase unless the purchase price has been agreed upon by the parties pursuant to this Section 20.1, in which event such purchase price shall govern.

SECTION 21. MISCELLANEOUS.

21.1. Notices. Any notice required or permitted to be given by either party hereto to the other shall be deemed to have

been given when deposited in the United States certified mails, first class postage prepaid, addressed as follows:

If to the Lessor: National Newark & Essex Bank
744 Broad Street
Newark, New Jersey 07102
Attention: Corporate Trust Department

If to the Lessee: Chicago, Milwaukee, St. Paul and
Pacific Railroad Company
516 West Jackson Boulevard
Chicago, Illinois 60606

or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing.

21.2 Execution in Counterparts. This Lease, and any lease supplemental hereto, may be executed in several counterparts, each of which so executed shall be deemed to be an original and in each case such counterparts shall constitute but one and the same instrument.

21.3. Law Governing. This Lease shall be construed in accordance with the laws of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any applicable federal statute, rule or regulation.

21.4. Limitations of Liability. It is expressly understood and agreed by and between the Lessor, the Trustor and the Lessee and their respective successors and assigns, that this Lease is executed by National Newark and Essex Bank, not individually or personally but solely as Trustee under the Trust Agreement in the exercise of the power and authority conferred and vested in it as such Trustee (and National Newark and Essex Bank hereby warrants that it possesses full power and authority to enter into and perform this Lease); and it is expressly understood and agreed that, except in the case of gross negligence or wilful misconduct of the Lessor or the Trustor, nothing herein contained shall be construed as creating any liability on the Lessor or the Trustor, individually or personally, to perform any covenant either express or implied contained herein, all such liability, if any, being expressly waived by the Lessee and by each and every person now or hereafter claiming by, through or under the Lessee; and that so far as Lessor or the Trustor, individually or personally are concerned, the Lessee and any person claiming by, through or under the Lessee shall look solely to the Trust Estate

as defined in the Trust Agreement for the performance of any obligation under this Lease.

NATIONAL NEWARK & ESSEX BANK

By William A. Brown
Its Vice President

LESSOR

(Corporate Seal)

Attest:

M. A. Moore
Assistant Secretary
ASSISTANT TRUST OFFICER

CHICAGO, MILWAUKEE, ST. PAUL
AND PACIFIC RAILROAD COMPANY

By R. Kenton
Its Vice President

(Corporate Seal)

Attest:

J. J. Ramsey
Assistant Secretary

STATE OF NEW JERSEY)
) SS
COUNTY OF ESSEX)

On this 8th day of June, 1973, before me personally appeared WILLIAM H. OSBORNE III, to me personally known, who being by me duly sworn, says that he is a Vice President of National Newark & Essex Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

My Commission Expires:

Armine Isselian
Notary Public

ARMINE ISSELIAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 10, 1973

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 5th day of June, 1973, before me personally appeared R F. KRATOCHWILL, to me personally known, who being by me duly sworn, says that he is a Vice President of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

My Commission Expires:

John D. Schuchman
Notary Public
June 14, 1974

SCHEDULE A
(to Equipment Lease)

MANUFACTURER: General Electric Company

PLANT OF MANUFACTURER: Erie, Pennsylvania

DESCRIPTION OF EQUIPMENT: Five 2250 H. P. Model U23B Diesel
Electric Locomotives, MILW Road
Numbers 4800 to 4804, both inclusive

SPECIFICATIONS:

BASE PRICE: \$274,000 per Item (\$1,370.000 for
five Items)

DELIVER TO: Chicago, Milwaukee, St. Paul and
Pacific Railroad Company

PLACE OF DELIVERY: Bensenville, Illinois

ESTIMATED DELIVERY DATES: June, 1973

OUTSIDE DELIVERY DATE: June 30, 1973

FIXED RENTAL PAYMENTS: Sixty (60) quarterly rental payments
in arrears each equal to 2.33669% of
the price of each Item of Equipment

INTERIM RENT: An amount per day per Item of Equip-
ment equal to 0.0259632% of the price
of such Item of Equipment

Lessee: Chicago, Milwaukee, St. Paul and Pacific Railroad Company

Assignee of Manufacturer: Wells Fargo Bank, N.A.

SCHEDULE B
(to Equipment Lease)

MANUFACTURER:	General Motors Corporation (Electro-Motive Division)
PLANT OF MANUFACTURER:	LaGrange, Illinois
DESCRIPTION OF EQUIPMENT:	Six 2000 H.P. Model EMD GP-38-2 Locomotives, MILW Road Numbers 350 to 355, both inclusive
SPECIFICATIONS:	General Motors Locomotive Specifi- cation 8090
BASE PRICE:	\$257,350 per Item (\$1,544,100 for six Items)
DELIVER TO:	Chicago, Milwaukee, St. Paul and Pacific Railroad Company
PLACE OF DELIVERY:	Bensenville, Illinois
ESTIMATED DELIVERY DATES:	June, 1973
OUTSIDE DELIVERY DATE:	June 30, 1973
FIXED RENTAL PAYMENTS:	Sixty (60) quarterly rental payments in arrears each equal to 2.33669% of the price of each Item of Equipment
INTERIM RENT:	An amount per day per Item of Equip- ment Rental equal to 0.0259632% of the price of such Item of Equipment

Lessee: Chicago, Milwaukee, St. Paul and Pacific Railroad Company

Assignee of Manufacturer: Wells Fargo Bank, N.A.

SCHEDULE C
(to Equipment Lease)

MANUFACTURER:	Paccar Inc
PLANT OF MANUFACTURER:	Renton, Washington
DESCRIPTION OF EQUIPMENT:	100 Refrigerator Cars Mechanical, 9900 to 9999, both inclusive
SPECIFICATIONS:	PC-313 of January 23, 1973
BASE PRICE:	\$39,600 per Item (\$3,960.000 for 100 Items)
DELIVER TO:	Chicago, Milwaukee, St. Paul and Pacific Railroad Company
PLACE OF DELIVERY:	Renton, Washington
ESTIMATED DELIVERY DATE:	June, 1973
OUTSIDE DELIVERY DATES:	June 30, 1973
FIXED RENTAL PAYMENTS:	Sixty (60) quarterly rental payments in arrears each equal to 2.33669% of the price of each Item of Equipment
INTERIM RENT:	An amount per day per Item of Equip- ment Rental equal to 0.0259632% of the price of such Item of Equipment

Lessee: Chicago, Milwaukee, St. Paul and Pacific Railroad Company

Assignee of Manufacturer: Wells Fargo Bank, N.A.

SCHEDULE D
(to Equipment Lease)

MANUFACTURER: International RAMCO, Inc.
(International Car Co. Division)

PLANT OF MANUFACTURER: Kenton, Ohio

DESCRIPTION OF EQUIPMENT: 15 Cabooses, Bay Window Type, MILW
Road Numbers 992215 to 992229, both
inclusive

SPECIFICATIONS:

BASE PRICE: \$32,400 per Item (\$486,000 for 15
Items)

DELIVER TO: Chicago, Milwaukee, St. Paul and
Pacific Railroad Company

PLACE OF DELIVERY: Bensenville, Illinois

ESTIMATED DELIVERY DATE: June, 1973

UTSIDE DELIVERY DATES: June 30, 1973

FIXED RENTAL PAYMENTS: Sixty (60) quarterly rental payments
in arrears each equal to 2.33669% of
the price of each Item of Equipment

INTERIM RENT: An amount per day per Item of Equip-
ment Rental equal to 0.0259632% of
the price of such Item of Equipment

Lessee: Chicago, Milwaukee, St. Paul and Pacific Railroad Company

Assignee of Manufacturer: Wells Fargo Bank, N.A.

CERTIFICATE OF ACCEPTANCE
UNDER EQUIPMENT LEASE

To: National Newark & Essex Bank,
as Trustee under Milwaukee Road Trust No. 73-3
("Trustee")

General Electric Company, General Motors
Corporation (Electro-Motive Division)
Paccar Inc or International Car Co., as
applicable ("Manufacturers")

I, a duly appointed inspector and authorized representative of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY ("Lessee") and of the above named Trustee, do hereby certify that I have inspected, received, approved and accepted delivery, on behalf of the Lessee and under the Equipment Lease dated as of May 1, 1973 between the Trustee and the Lessee, and on behalf of the Trustee under the Conditional Sale Agreement dated as of May 1, 1973 among General Electric Company, Paccar Inc and International RAMCO, Inc. (International Car Co. Division) and General Motors Corporation (Electro-Motive Division) (the "Manufacturers"), the Trustee and the Lessee, of the following Items of Equipment ("Equipment"):

TYPE OF EQUIPMENT:

MANUFACTURER:

PLACE ACCEPTED:

DATED ACCEPTED:

NUMBER OF ITEMS:

NUMBERED: MILW #

I do further certify that the foregoing Equipment is in good order and condition, and conforms to the Specifications applicable thereto, and at the time of delivery to the Lessee there was plainly, distinctly, permanently and conspicuously marked in contrasting colors upon each side of each Item of Equipment the following legend in letters not less than one inch in height:

"Leased as Lessor by National Newark & Essex Bank,
as Trustee, Vendee, and subject to a Security Interest Recorded with the I.C.C."

(Milwaukee Road Trust No. 73-3)

SCHEDULE E
(to Equipment Lease)

The execution of this Certificate will in no way relieve or decrease the responsibility of the Manufacturer of the Equipment for warranties it has made with respect to the Equipment.

Inspector and Authorized
Representative of Lessee and Trustee

SCHEDULE C

to Equipment Lease

between

ALASKA INTERNATIONAL INDUSTRIES, INC.

and

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, LESSEE

SCHEDULE OF CASUALTY VALUE

The Casualty Value of an Item of Equipment payable on any Fixed Rental payment date shall mean an amount equal to the per cent of the Purchase Price (as defined in the Conditional Sale Agreements) of such items set forth opposite such payment date below, together with the payment of Fixed Rental in respect of such Item payable on such date:

<u>Fixed Rental Payment Date</u>	<u>Percentage of Purchase Price (as defined in the Conditional Sale Agreements) Payable as Casualty Value</u>	<u>Fixed Rental Payment Date</u>	<u>Percentage of Purchase Price (as defined in the Conditional Sale Agreements) Payable as Casualty Value</u>
January 2, 1975	108.2930%	October 1, 1982	70.1599%
April 1, 1975	108.1479	January 1, 1983	68.8335
July 1, 1975	107.9357	April 1, 1983	67.4412
October 1, 1975	107.6547	July 1, 1983	65.9805
January 1, 1976	107.3585	October 1, 1983	63.0610
April 1, 1976	107.0000	January 1, 1984	62.9862
July 1, 1976	106.5781	April 1, 1984	61.4517
October 1, 1976	106.0915	July 1, 1984	59.8449
January 1, 1977	105.6034	October 1, 1984	58.1635
April 1, 1977	105.0526	January 1, 1985	56.5586
July 1, 1977	104.4378	April 1, 1985	54.8786
October 1, 1977	103.7684	July 1, 1985	53.1211
January 1, 1978	98.6301	October 1, 1985	51.2763
April 1, 1978	97.9267	January 1, 1986	49.5350
July 1, 1978	97.1705	April 1, 1986	47.7054
October 1, 1978	96.3691	July 1, 1986	45.7920
January 1, 1979	95.5733	October 1, 1986	43.7930
April 1, 1979	95.3103	January 1, 1987	41.8957
July 1, 1979	93.8377	April 1, 1987	39.9109
October 1, 1979	92.8854	July 1, 1987	37.8360
January 1, 1980	87.4771	October 1, 1987	35.6678
April 1, 1980	86.4894	January 1, 1988	33.6162
July 1, 1980	85.4652	April 1, 1988	31.4675
October 1, 1980	84.3710	July 1, 1988	29.2186
January 1, 1981	83.3156	October 1, 1988	26.8666
April 1, 1981	82.2020	January 1, 1989	24.6446
July 1, 1981	81.0260	April 1, 1989	22.3148
October 1, 1981	79.7889	July 1, 1989	19.8739
January 1, 1982	74.1114	October 1, 1989	17.3178
April 1, 1982	72.8589	January 1, 1990	15.0000
July 1, 1982	71.5420		

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

SCHEDULE OF CASUALTY VALUE

The Casualty Value of an Item of Equipment payable on any rental payment date shall mean an amount equal to the per cent of total cost to the Lessor of such Item, including all taxes and delivery charges, set forth opposite such Rental Payment Date in the following schedule:

<u>Rental Payment Date on which Casualty Value is Paid (Payment in Addition to Rent Payment)</u>	<u>Percentage of Total Cost Payable As Casualty Value</u>
January 1, 1974	106.8023
April 1, 1974	106.8154
July 1, 1974	106.8738
October 1, 1974	106.9373
January 1, 1975	106.4474
April 1, 1975	106.1911
July 1, 1975	105.9375
October 1, 1975	105.6716
January 1, 1976	104.9146
April 1, 1976	104.3541
July 1, 1976	103.7791
October 1, 1976	103.1893
January 1, 1977	97.6882
April 1, 1977	96.8495
July 1, 1977	95.9993
October 1, 1977	95.1220
January 1, 1978	94.1235
April 1, 1978	93.1549
July 1, 1978	92.1649
October 1, 1978	91.1456
January 1, 1979	85.5458
April 1, 1979	84.4448
July 1, 1979	83.3195
October 1, 1979	82.1700
January 1, 1980	80.9496
April 1, 1980	79.7193
July 1, 1980	78.4705
October 1, 1980	77.1878

Rental Payment Date on
which Casualty Value is
Paid (Payment in Addition
to Rent Payment)

Percentage of
Total Cost
Payable As
Casualty Value

January 1, 1981	71.3690
April 1, 1981	70.0222
July 1, 1981	68.6470
October 1, 1981	67.2430
January 1, 1982	65.8050
April 1, 1982	64.3463
July 1, 1982	62.9987
October 1, 1982	61.3287
January 1, 1983	59.7970
April 1, 1983	58.2162
July 1, 1983	56.6098
October 1, 1983	54.9771
January 1, 1984	53.3492
April 1, 1984	51.6663
July 1, 1984	49.9552
October 1, 1984	48.2076
January 1, 1985	46.4943
April 1, 1985	44.7163
July 1, 1985	42.8978
October 1, 1985	41.0402
January 1, 1986	39.2498
April 1, 1986	37.3789
July 1, 1986	35.4580
October 1, 1986	33.6001
January 1, 1987	31.6284
April 1, 1987	29.6596
July 1, 1987	27.6433
October 1, 1987	25.5896
January 1, 1988	23.6206
April 1, 1988	21.5497
July 1, 1988	19.4318
October 1, 1988	17.2659
January 1, 1989	15.0000